

FILED
Superior Court of California
County of Los Angeles

MAR 09 2017

Sherri R. Carter, Executive Officer/Clerk
By [Signature] Deputy
Sharilyn Bolden

Kevin Mahoney, Esq. (SBN: 235367)
kmahoney@mahoney-law.net
Dionisios Aliasis, Esq. (SBN:291170)
daliasis@mahoney-law.net
Alina Mazeika, Esq. (SBN:303840)
amazeika@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Wazy
CAL 90012

Attorneys for Plaintiff CRESENCIO AVILA as individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES

CRESENCIO AVILA, as an individual, and
on behalf of all similarly situated employees,

Plaintiff,

v.

AMERIGAS PROPANE, INC. and DOES 1
through 50, inclusive,

Defendant.

309 Kuehl

Case No.:

BC 653093

CLASS ACTION

**COMPLAINT FOR DAMAGES
INJUNCTIVE RELIEF AND
RESTITUTION**

1. Failure to Pay Minimum Wage and Overtime Wages;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Payroll Records;
5. Failure to Pay Wages Upon Ending Employment; and
6. Unfair Competition (Business and Professions Code § 17200 et seq.).

DEMAND FOR JURY TRIAL

CIT/CASE: BC653093
LEA/DEF#:

RECEIPT #: CCH465980033
DATE PAID: 03/09/17 02:33 PM
PAYMENT: \$435.00
RECEIVED: 310

CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CIT/CASE: BC653093
LEA/DEF#:

RECEIPT #: CCH465980033
DATE PAID: 03/09/17 02:33 PM
PAYMENT: \$1,000.00
RECEIVED: 310

CHECK: \$1,000.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CLASS ACTION COMPLAINT FOR DAMAGES

03/09/2017

1 Plaintiff CRESENCIO AVILA (hereinafter "Mr. Avila" or "Plaintiff") on behalf of
2 himself and all others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff CRESENCIO AVILA
5 (hereinafter "Mr. Avila" or "Plaintiff") and the class he seeks to represent ("Plaintiff Class"), as
6 defined herein, as all non-exempt employees employed by or formerly employed by Defendant
7 AMERIGAS PROPANE, INC. (hereinafter "API" or "Defendant"). The Plaintiff Class
8 consists of all non-exempt employees employed by or formerly employed by API within the
9 State of California who are California Citizens at the time of the filing of this Complaint."
10 The "Class Period" is defined as the four (4) years prior to the filing of the Complaint through
11 the date final judgment is entered. Plaintiff reserves the right to amend this Complaint to
12 reflect a different "Class Period" as further discovery is conducted.

13 2. Plaintiff individually and on behalf the class he seeks to represent, seeks relief
14 against Defendants for (1) failure to pay all wages due, including minimum, regular, and
15 overtime wages as a result of Defendants' policy of improperly paying its non-exempt hourly
16 employees; (2) failure to provide meal and rest periods or compensation in lieu thereof; (3)
17 failure to pay wages of terminated or resigned employees; and (4) failure to provide accurate
18 itemized wage statements upon payment of wages. Plaintiff further seeks equitable remedies
19 in the form of declaratory relief and injunctive relief, and relief under Business and Professions
20 Code section 17200 et seq. for unfair business practices.

21 3. At all relevant times herein, API and each Defendant, have consistently
22 maintained and enforced against Plaintiff Class the following unlawful practices and policies:
23 a) willfully refusing to pay Plaintiff and Plaintiff Class for all hours worked, including
24 minimum wage and overtime; b) failing to provide Plaintiff and Plaintiff Class with meal
25 and/or rest periods or compensation in lieu thereof; c) willfully refusing to compensate Plaintiff
26 and members of the Plaintiff Class wages due and owing at the time Plaintiff's and Plaintiff
27 Class' employment with Defendants ended; d) willfully refusing to furnish to Plaintiff and
28 Plaintiff Class accurate itemized wage statements upon payment of wages.

JURISDICTION AND VENUE

4. Venue is proper in this judicial district and the County of Los Angeles, because the Defendant maintains its location and transacts business in this county, the obligations and liability arise in this county, and work was performed by Plaintiff and members of the proposed class made the subject of this action in the County of Los Angeles, California.

5. The California Superior Court has jurisdiction in the matter because the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court. Upon information and belief, Plaintiff is a resident of and/or domiciled in the State of California. Defendant is a Corporation headquartered in Pennsylvania, and doing business in the state of California.

6. Further, there is no federal question at issue as the issues herein is based solely on California Statutes and law including the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code.

THE PARTIES

A. The Plaintiff

7. Plaintiff at various relevant times herein, was an employee of the Defendant and entitled to compensation for all hours worked, overtime compensation, and penalties from Defendant. Plaintiff was employed by the Defendant at sometime within the four (4) years prior to the commencement of this action, in the County of Los Angeles at various times herein relevant. Plaintiff was employed by the Defendant during the Class Period in a non-exempt hourly position. Each of the Plaintiff Class members are identifiable, current and/or formerly similarly situated persons who were employed in non-exempt hourly positions in California for the Defendant during the Class Period.

B. The Defendant

8. Plaintiff is informed and believes, and based thereon alleges, that API is a Pennsylvania corporation, and is and/or was the employer of the Plaintiff and Plaintiff Class during the Class Period. During the liability period, Defendant employed Plaintiff and similarly

1 situated persons and failed to pay Plaintiff and Plaintiff Class for all hours worked, including
2 minimum wage, overtime premium for overtime hours worked, failed to provide meal periods
3 or pay a meal period penalty in lieu of, failed to provide rest periods or pay a rest period penalty
4 in lieu of, and failed to pay due and owing wages upon ending of employment for employees
5 within California. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 is conducting business in good standing in California.

7 9. Plaintiff is ignorant of the true names, capacities, relationships and extent of
8 participation in the conduct herein alleged, of the Defendant sued herein as DOES 1 through 50,
9 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
10 payment of overtime compensation, rest and meal period compensation and/or Labor Code §
11 203 penalties to the Plaintiff Class members by virtue of their unlawful practices, and therefore
12 sue these Defendant by such fictitious names. Plaintiff will amend this complaint to allege the
13 true names and capacities of the DOE Defendant when ascertained.

14 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
15 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a
16 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
17 Defendant legally attributable to the other Defendant.

18 **GENERAL ALLEGATIONS**

19 11. California Labor Code § 1194 provides that notwithstanding any agreement to
20 work for a lesser wage, an employee receiving less than the legal overtime compensation is
21 entitled to recover in a civil action the unpaid balance of their overtime compensation, including
22 interest thereon, reasonable attorneys' fees, and costs of suit.

23 12. Further, Business and Professions Code § 17203 provides that any person who
24 engages in unfair competition may be enjoined in any court of competent jurisdiction. Business
25 and Professions Code § 17204 provides that any person who has suffered actual injury and has
26 lost money or property as a result of the unfair competition may bring an action in a court of
27 competent jurisdiction.

28 ///

1 13. During all, or a portion of the Class Period, Plaintiff and each member of the
2 Plaintiff Class was employed by Defendant and each of them, in the State of California.
3 Plaintiff and each of the Plaintiff Class members were non-exempt employees covered under
4 one or more Industrial Welfare Commission (IWC) Wage Orders, and Labor Code § 510, and/or
5 other applicable wage orders, regulations and statutes, and each Plaintiff Class member was not
6 subject to an exemption for executive, administrative and professional employees, which
7 imposed obligations on the part of the Defendant to pay Plaintiff and Plaintiff Class members
8 lawful overtime compensation. Plaintiff and Plaintiff Class were covered by one or more
9 Industrial Welfare Commission (IWC) Wage Orders, and Labor Code § 226.7 and other
10 applicable wage orders, regulations and statutes which imposed an obligation on the part of the
11 Defendants to pay Plaintiff and Plaintiff Class rest and meal period compensation.

12 14. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff
13 Class Members for all hours worked.

14 15. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff
15 Class Members minimum wages and overtime compensation for all hours worked over eight (8)
16 hours of work in one (1) day or forty (40) hours in one (1) week, and double-time for hours
17 worked in excess of twelve (12) in one day.

18 16. During the Class Period, Defendant was obligated to provide Plaintiff and
19 Plaintiff Class with a work free meal and/or rest period(s).

20 17. Plaintiff and each Class Member primarily performed non-exempt work in
21 excess of the maximum regular rate hours set by the IWC in the applicable Wage Orders,
22 regulations or statutes, and therefore entitled the Plaintiff and Plaintiff Class members to
23 overtime compensation at time and a half rate, and when applicable, double time rates as set
24 forth by the applicable Wage Orders, regulations and/or statutes.

25 18. Class Members who ended their employment during the Class Period, but were
26 not paid the above due compensation for all hours worked, overtime compensation timely upon
27 the termination of their employment as required by Labor Code §§ 201, 202, and 203, and is
28 entitled to penalties as provided by Labor Code § 203.

19. During the Class Period, the Defendant and each of them, required the Plaintiff and Class members to work off the clock as well as overtime without lawful compensation, in violation of the various applicable Wage Orders, regulations and statutes, and the Defendant: (1) Willfully failed and refused, and continue to fail and refuse to pay compensation for all hours worked, including minimum wage and lawful overtime compensation to the Plaintiff Class Members; and (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff and Plaintiff Class Members.

20. During the Class Period, Defendants, and each of them failed and/or refused to schedule Plaintiff and Plaintiff Class in an overlapping manner so as to reasonably provide meal and/or rest breaks and/or shift relief for Plaintiff and Plaintiff Class, thereby causing members of the Plaintiff Class to work without being given paid ten (10) minute rest periods for every four (4) hours or major fraction thereof worked and without being given a thirty (30) minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal periods for shifts of at least ten (10) hours during which Plaintiff Class were relieved of all duties and free to leave the premises. Defendants further failed and/or refused to schedule Plaintiff and Plaintiff Class in an overlapping manner so as to reasonably ensure meal and/or rest breaks were taken within the required statutory time frame as required by law. Furthermore, Defendants failed and/or refused to pay any Plaintiff Class one (1) hour's pay at the employees' regular rate of pay as premium compensation for failure to provide rest and/or meal periods or to providing such rest and/or meal periods within the statutory time frame as a result of their scheduling policy.

CLASS ALLEGATIONS

21. Plaintiff brings this action on behalf of himself and all other similarly situated persons, as a class action pursuant to California Civil Code of Procedure §382 on behalf of themselves and all other similarly situated persons in the Class, which is composed of and defined as follows: All persons who are employed or have been employed by Defendants in the State of California who, within the four years of the filing of this Complaint, have worked as

03-03-2017

1 non-exempt employees and were not paid all lawful wages as regular time, overtime, and
2 double-regular time.

- 3 a. All persons who are California Citizens at the time this Complaint is filed and
4 are employed or have been employed by Defendants in the State of California
5 who, for the four years prior to the filing of this class action to the present have
6 worked as non-exempt employees and have not been provided a off-duty meal
7 periods or one hour's pay in lieu thereof, in violation of California Labor Code
8 §§226.7 and 512;
- 9 b. All persons who are California Citizens at the time this Complaint is filed and
10 are employed or have been employed by Defendants in the State of California
11 who, for the four years prior to the filing of this class action to the present have
12 worked as non-exempt employees and have not been provided a rest period for
13 every four hours or major fraction thereof worked per day, off-duty meal periods
14 or one hour's pay in lieu thereof, in violation of California Labor Code §§226.7
15 and 512;
- 16 c. All persons who are California Citizens at the time this Complaint is filed and
17 were employed by Defendants in the State of California who, for the three years
18 prior to the filing of this class action to the present and worked as non-exempt
19 employees and have been terminated or resigned, that have not been paid wages
20 pursuant to Labor Code section 203 and are owed restitution for waiting time
21 penalties for unpaid wages;
- 22 d. All persons who are California Citizens at the time this Complaint is filed and
23 are employed or have been employed by Defendants in the State of California
24 who, for the four years prior to the filing of this class action to the present have
25 worked as non-exempt employees and were not paid all wages owed, including
26 but not limited to overtime;
- 27 e. All persons who are California Citizens at the time this Complaint is filed and
28 are employed or have been employed by Defendants in the State of California
who, for the four years prior to the filing of this class action to the present have
worked as non-exempt employees and were not provided an accurate payroll
record as required under Labor Code 226 and Labor Code Section §1174.
- f. All persons who are employed or have been employed by Defendants in the State
of California who, for the four years prior to the filing of this class action to the
present have worked as non-exempt employees who have been subjected to
unlawful and unfair business practices within the meaning of Unfair Competition
Law and who suffered injury, including lost money, as a result of Defendants'
unlawful and unfair business practices.

22. Plaintiff reserves the right under Rule 1855(b), *California Rules of Court*, to
amend or modify the Class description with greater specificity or further division into
subclasses or limitation to particular issues.

1 23. This action has been brought and may be maintained as a class action pursuant to
2 Code of Civil Procedure § 382 because there is a well-defined common interest of many
3 persons and it is impractical to bring them all before the court.

4 24. This Court should permit this action to be maintained as a class action pursuant
5 to Code of Civil Procedure § 382 because:

- 6 (a) The questions of law and fact common to the Class predominate over any
7 question affecting only individual members;
- 8 (b) A class action is superior to any other available method for the fair and efficient
9 adjudication of the claims of the members of the Class;
- 10 (c) The Class is so numerous that it is impractical to bring all member of the Class
11 before the Court;
- 12 (d) Plaintiff and the other members of the Class will not be able to obtain effective
13 and economic legal redress unless the action is maintained as a class
14 action;
- 15 (e) Plaintiff and the other members of the Class will not be able to obtain effective
16 and economic legal redress unless the action is maintained as a class action;
- 17 (f) There is a community of interest in obtaining appropriate legal and equitable
18 relief for the common law and statutory violations and other improprieties and in
19 obtaining adequate compensation for the damages and injuries which
20 Defendant's actions have inflicted upon the Class;
- 21 (g) There is a community of interest in ensuring that the combined assets and
22 available insurance of the Defendant is sufficient to adequately compensate
23 members of the Class for the injuries sustained;
- 24 (h) Without class certification, the prosecution of separate actions by individual
25 members of the Class would create a risk of:
- 26 (1) Inconsistent or varying adjudications with respect to individual members
27 of the Class which would establish incompatible standard of conduct for
28 the Defendant; and/or

(2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who is, or may be, responsible Defendant; and

(i) Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE AND OVERTIME WAGES

(Plaintiff and Plaintiff Class Member against Defendant)

25. Plaintiff and Plaintiff Class incorporates paragraphs 1 through 24 of this Complaint as if fully alleged herein.

26. Plaintiff and Plaintiff Class members regularly worked over eight (8) hours per day and forty (40) hours per week. Defendant failed to pay Plaintiff, and Plaintiff Class members minimum wage for all hours worked and overtime premium for hours worked in excess of over eight (8) hours per day and forty (40) hours per week for work performed for the Defendant. Defendant required Plaintiff and Plaintiff Class to be "on-call" where Plaintiff and Plaintiff Class were required to carry a company issued cell phone on various weekends and take customer calls as well as respond to customer orders and was not paid both minimum wage and overtime as a result. Defendant also failed to schedule Plaintiff and Plaintiff Class members in such a manner that allowed Plaintiff and Plaintiff Class members to be relieved of their shift immediately, thereby causing Plaintiff and Plaintiff Class members to work in excess of eight (8) hours per day and/or forty (40) hours per week. As such Plaintiff and Plaintiff Class seek overtime in an amount according to proof. Pursuant to Labor Code § 1194, the Class members seek the payment of all overtime compensation which they earned and accrued four (4) years prior to filing this complaint, according to proof.

1 27. Defendant willfully violated the Labor Code by failing to pay Plaintiff and
2 Plaintiff Class all wages including both minimum wage and overtime. Plaintiff and Plaintiff
3 Class were denied proper overtime wages as a result of Defendants' policy of failing to include
4 non-discretionary bonuses in Plaintiff and Plaintiff Class regular rate for purposes of calculating
5 overtime." Defendant has regularly violated the Labor Code with respect to meeting the
6 requirements of paying wages earned, including, overtime, double-time and remuneration when
7 calculating the employees regular rate of pay, as herein before alleged. Defendant has
8 intentionally excluded remuneration that must be included in all employees' regular rate of pay
9 in order to avoid payment of overtime wages and other benefits in violation of the Labor Code
10 and the order issued by the IWC.

11 28. Additionally, Plaintiff and Plaintiff Class members is entitled to attorneys' fees,
12 costs, pursuant to California Labor Code § 1194 and prejudgment interest.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

15 **(Plaintiff and Plaintiff Class Member against Defendant)**

16 29. Plaintiff and Plaintiff Class reallege and incorporate by reference, as though fully
17 set forth herein, paragraphs 1 through 28 as if fully alleged herein.

18 30. Labor Code §§ 226.7 and 512, provides that no employer shall employ any
19 person for a work period of more than five (5) hours without providing a meal period of not less
20 than thirty (30) minutes or employ any person for a work period of more than ten (10) hours
21 without a second (2nd) meal period of not less than thirty (30) minutes.

22 31. Labor Code § 226.7 provides that if an employer fails to provide an employee a
23 meal period in accordance with this section, the employer shall pay the employee one (1) hour
24 of pay at the employee's regular rate of compensation for each workday that the meal period is
25 not provided in accordance with this section.

26 32. Defendant, and each of them, failed to schedule non-exempt employees in an
27 adequately overlapping manner so as to reasonably ensure Plaintiff and Plaintiff Class could
28 take and/or receive such meal periods within the statutory timeframe. As a result, Plaintiff and

03/09/2017

1 Plaintiff Class were often forced to forego meal periods and/or work during their meal periods.
2 In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiff and
3 Plaintiff Class in violation of Labor Code §§ 226.7 and 512 and other regulations and statutes.

4 33. Furthermore, Defendant failed to provide Plaintiff and Plaintiff Class with duty
5 free meal periods in violation of Labor Code §§ 226.7 and 512 wherein Plaintiff and Plaintiff
6 Class were required to answer customer calls and carry a company issued cell-phone at all times
7 while "on-call."

8 34. At all times relevant hereto, Plaintiff and Plaintiff Class have worked more than
9 five (5) hours in a workday.

10 35. At varying times relevant hereto, Plaintiff and Plaintiff Class at times have
11 worked more than ten (10) hours in a workday.

12 36. At all times relevant hereto, the Defendant, and each of them, due to their failure
13 to schedule non-exempt positions in a manner so as to reasonably provide meal and/or work
14 free meal period as required by Labor Code §§ 226.7 and 512.

15 37. By virtue of the Defendant's failure to schedule Plaintiff and Plaintiff Class in
16 such a way as to provide meal periods, and/or work free meal periods to Plaintiff and Plaintiff
17 Class thereby causing Plaintiff and Plaintiff Class to suffer, and will continue to suffer, damages
18 in the amounts which are presently unknown, but which exceed the jurisdictional limits of this
19 Court and which will be ascertained according to proof at trial.

20 38. Plaintiff individually, and on behalf of the Plaintiff Class, requests recovery of
21 meal period compensation pursuant to Labor Code § 226.7 which they are owed beginning four
22 (4) years prior to filing this Complaint as well as the assessment of any statutory penalties
23 against these Defendant, and each of them, in a sum as provided by the Labor Code and/or other
24 statutes.

25 ///

26 ///

27 ///

28 ///

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIOD OR COMPENSATION IN LIEU THEREOF

(Plaintiff and Plaintiff Class against Defendant)

39. Plaintiff and Plaintiff Class reallege and incorporate by reference, as though fully set forth herein, paragraphs 1 through 38 as if fully alleged herein.

40. Labor Code § 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

41. Labor Code § 226.7(b) provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

42. Defendant, and each of them, failed and or refused to implement a relief system by which Plaintiff and Plaintiff Class could receive rest periods and/or work free rest periods. Furthermore, due to Defendant's relief system, Plaintiff and Plaintiff Class did not receive their rest periods within the required statutory time frame. By and through their actions, Defendant intentionally and improperly denied rest periods to the Plaintiff and Plaintiff Class in violation of Labor Code §§ 226.7 and 512.

43. Furthermore, Defendant failed to provide Plaintiff and Plaintiff Class with duty free meal periods in violation of Labor Code §§ 226.7 and 512 wherein Plaintiff and Plaintiff Class were required to answer customer calls and carry a company issued cell-phone at all times while "on-call."

44. At all times relevant hereto, Plaintiff and Plaintiff Class, have worked more than four (4) hours in a workday.

45. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff and Plaintiff Class as a result of their scheduling and shift relief system, Plaintiff and Plaintiff Class have suffered, and will continue to suffer, damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

1 46. Plaintiff, himself and on behalf of employees similarly situated, request recovery
2 of rest period compensation pursuant to Labor Code § 226.7, which they are owed beginning
3 four (4) years prior to filing this Complaint as well as the assessment of any statutory penalties
4 against Defendant, and each of them, in a sum as provided by the Labor Code and/or any other
5 statute.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**

8 **(Plaintiff and Plaintiff Class against all Defendants)**

9 47. Plaintiff and Plaintiff Class reallege and incorporate by reference, as though fully
10 set forth herein, paragraphs 1 through 46 as if fully alleged herein.

11 48. Labor Code §1174 (d) requires an employer to keep at a central location in
12 California or at the plant or establishment at which the employees are employed, payroll records
13 showing the hours worked daily, and the wages paid to, each employee. Plaintiff is informed,
14 and believes that Defendant willfully failed to make or keep accurate records for Plaintiff and
15 Plaintiff Class.

16 49. Labor Code §226(a) states that “every employer shall, semimonthly or at the
17 time of each payment of wages, furnish each of his or her employees, either as a detachable part
18 of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid
19 by personal check or cash,, an accurate itemized statement in writing showing (1) gross wages
20 earned, (2) total hours worked by the employee..., (4) all deductions..., (5) net wages, (6) the
21 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
22 only the last four digits of his or her social security number or an employee identification
23 number other than a social security number, (8) the name and address of the legal entity that is
24 the employer..., and (9) all applicable hourly rates in effect during the pay period and
25 corresponding number of hours worked at each hourly rate by the employee...”

26 50. Labor Code section 226(e) provides that if an employer knowingly and
27 intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
28 the total hours worked by the employee and the applicable hourly overtime rates, causing the

03/09/2017

1 employee injury, then the employee is entitled to recover the greater of all actual damages or
2 fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent
3 violation, up to four thousand dollars (\$4000). Plaintiff is informed and believes that
4 Defendants willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

5 51. IWC Wage Order No.1-2001 paragraph 7(a) requires that every employer shall
6 keep accurate information with respect to each employee, including time records showing when
7 each employee begins and ends each work periods, the total daily hours worked by each
8 employee and the total hours worked in each payroll period, and applicable rates of pay.
9 Plaintiff is informed, and believes that Defendant willfully and intentionally failed to make
10 and/or keep records which accurately reflect the hours worked by Plaintiff and Plaintiff Class.
11 Specifically, Plaintiff believes that Defendant's records do not accurately reflect where Plaintiff
12 and Plaintiff Class worked during their meal and/or rest breaks due to Defendant's failure to
13 schedule Plaintiff and Plaintiff Class in an overlapping manner so as to provide them with a
14 meal and/or rest period.

15 52. Plaintiff is informed and believes that Defendant's failure to keep accurate
16 payroll records, as described above, violated Labor Code § 1174(d) and the applicable wage
17 order. Plaintiff and the Plaintiff Class are entitled to penalties of \$100.00 and for the initial
18 violation and \$200.00 for each subsequent violation for every pay period during which these
19 records and information was not kept by Defendants.

20 53. An employee suffering injury as a result of a knowing and intentional failure by
21 an employer to comply with subdivision (a) is entitled to recover the greater of all actual
22 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
23 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
24 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
25 costs and reasonable attorney's fees.

26 54. Plaintiff is informed and believe that Defendant's failure to keep and maintain
27 accurate records and information, as described above, were willful, and Plaintiff and Plaintiff
28 Class are entitled to a statutory penalty of \$500.00 for Plaintiff and each member of Plaintiff

1 Class pursuant to Labor Code § 1174.5.

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES OF TERMINATED OR RESIGNED EMPLOYEES**

4 **(Plaintiff and Plaintiff Class against all Defendants)**

5 55. Plaintiff and Plaintiff Class reallege and incorporate by reference, as though fully
6 set forth herein, paragraphs 1 through 54 as if fully alleged herein.

7 56. Plaintiff and certain members of the Plaintiff Class who ended their employment
8 with Defendants during the Class Period, were entitled to be promptly paid both minimum wage
9 and lawful overtime compensation and other premiums, as required by Labor Code §§ 201-203.
10 Defendants refused and/or failed to promptly compensate Plaintiff and Plaintiff Class wages
11 owed as a result of their failure to pay Plaintiff and Plaintiff Class both minimum wage and
12 overtime as a result of being required to take customer calls and carry a company issued cell
13 phone while "on-call, as a result of Defendant's failure to provide meal and/or rest periods as
14 well as pay overtime compensation. Plaintiff and Plaintiff Class seek the payment of penalties
15 pursuant to Labor Code § 203, according to proof.

16 **SIXTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION LAW**

18 **(Plaintiff and Plaintiff Class against Defendant)**

19 57. Plaintiff and Plaintiff Class reallege and incorporate by reference, as though fully
20 set forth herein, paragraphs 1 through 56 of this Complaint.

21 58. California Business and Professions Code § 17200 et. seq. (also referred to
22 herein as the "Unfair Business Practices Act" or "Unfair Competition Law") prohibit unfair
23 competition in the form of any unlawful, unfair or fraudulent business act or practice.

24 59. California Business and Professions Code § 17204 allows "any person who has
25 suffered injury in fact and has lost money or property as a result of such unfair competition" to
26 prosecute a civil action for violation of the Unfair Competition Law ("UCL").

27 60. Labor Code § 90.5(a) states that it is the public policy of California to vigorously
28 enforce minimum labor standards in order to ensure employees are not required to work under

1 substandard and unlawful conditions, and to protect employers who comply with the law from
2 those who attempt to gain competitive advantage at the expense of their workers by failing to
3 comply with minimum labor standards.

4 61. Beginning at an exact date unknown to Plaintiff, but at least four years prior to
5 the filing of this lawsuit, Defendant has committed acts of unfair competition as defined by the
6 Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business
7 practices and acts described in this Complaint including but not limited to violations of Labor
8 Code §§ 204, 1197, 1198 of the 226.7 and 512 as well as other statutes.

9 62. The violations of these laws and regulations, as well as of the fundamental
10 California public policies protecting workers, serve as unlawful predicate acts and practices for
11 purposes of Business and Professions Code § 17200 et. seq.

12 63. The acts and practices described above constitute unfair, unlawful and fraudulent
13 Business Practices, and unfair competition, within the meaning of Business and Professions
14 Code § 17200 et. seq. Among other things, the acts and practices have forced Plaintiff and
15 other similarly situated employees to labor for many hours without receiving the meal and rest
16 periods and to receive both minim wage and overtime compensation, to which they are entitled
17 by law, while enabling Defendant to gain an unfair competitive advantage over law-abiding
18 employers and competitors.

19 64. As a result of Defendant's acts, Plaintiff and Plaintiff Class have suffered injury
20 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
21 hours of labor. As a result of Defendant's unlawful acts of unfair competition, Plaintiff and
22 Plaintiff Class have lost money and property in the form of a loss of wages in an amount to be
23 proven at trial.

24 65. As a direct and proximate result of the aforementioned acts and practices,
25 Plaintiff and Plaintiff Class have suffered lost wages in an amount to be proven at trial.

26 66. Business and Professions Code § 17203 provides that a court may make such
27 orders or judgments as may be necessary to prevent the use or employment by any person of
28 any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate

1 to prevent Defendant from repeating their unlawful, unfair and fraudulent business acts and
2 business practices alleged above.

3 67. Business and Professions Code § 17203 provides that the Court may restore to
4 any person in interest any money or property that may have been acquired by means of such
5 unfair competition. Plaintiff and Plaintiff Class are entitled to restitution pursuant to Business
6 and Professions Code § 17203 for all wages and payments unlawfully withheld from
7 employees, including the fair value of the meal and rest periods taken away from them, during
8 the four-year period prior to the filing of this Complaint.

9 68. Business and Professions Code § 17202 provides, "Notwithstanding section 3369
10 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture,
11 or penal law in a case of unfair competition." Plaintiff and Plaintiff Class are entitled to enforce
12 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
13 § 17202.

14 69. Plaintiff's success in this action will enforce important rights affecting public
15 interest, and in that regard Plaintiff sues on behalf of the general public, as well as himself and
16 other similarly situated employees. Plaintiff and Plaintiff Class seek and are entitled to
17 restitution, civil penalties, declaratory and injunctive relief, and all other equitable remedies
18 owing them.

19 70. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.
20 There is a financial burden involved in pursuing this action, the action is seeking to vindicate a
21 public right, and it would be against the interests of justice to penalize Plaintiff by forcing him
22 to pay attorney's fees from the recovery in this action. Attorney's fees are appropriate pursuant
23 to Code of Civil Procedure § 1021.5 and otherwise.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff and Plaintiff Class pray for judgment as follows:

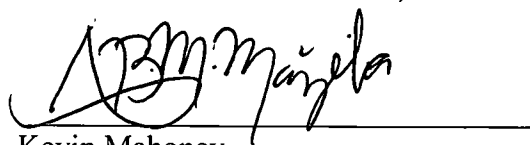
- 26 1. For nominal damages;
27 2. For compensatory damages;

28 ///

3. For restitution of all monies due to Plaintiff and Plaintiff Class, and disgorged profits from the unlawful business practices of Defendant;
4. For waiting time penalties pursuant to Labor Code § 203, on behalf of the terminated or resigned employees;
5. For penalties, pursuant to Labor Code §§ 226, 226(e), 226.7, 512 and 1194, and as provided for by Labor Code § 2699;
6. For interest accrued to date;
7. Injunctive relief, enjoining Defendants from engaging in the unlawful and unfair business practices complained herein;
8. Declaratory relief, enjoining Defendants' practices as being unlawful and unfair business practices within the meaning of Bus. & Prof. Code §§ 17200, et seq., and declaring Defendant has unlawfully treated Plaintiff and Plaintiff Class, failed to pay all wages and overtime compensation in violation of California law, failed to pay wages to former employees Plaintiff and other certain members of Plaintiff Class, failed to provide Plaintiff and Plaintiff Class accurate itemized wage statements upon payment of wages, and declaring the amounts of damages, penalties, equitable relief, costs, and attorney's fees Plaintiff and Plaintiff Class are entitled to.
9. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226 and 1194;
10. For reasonable attorneys' fees, pursuant to Labor Code §§ 226 and 1194 and;
11. For all such other and further relief as the Court may deem just and proper.

Dated: March 9, 2017

MAHONEY LAW GROUP, APC



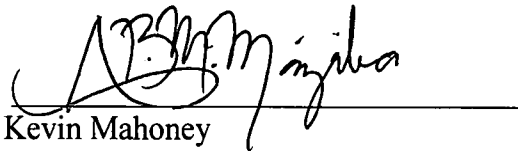
Kevin Mahoney
Dionisios Aliazis
Alina Mazeika
Attorneys for Plaintiff CRESENCIO AVILA
and on behalf of all employees similarly situated

DEMAND FOR JURY TRIAL

Plaintiff CRESENCIO AVILA, on behalf of himself and the class her seeks to represent,
hereby demands a jury trial on all issues so triable.

Dated: March 9, 2017

MAHONEY LAW GROUP, APC



Kevin Mahoney
Dionisios Aliazis
Alina Mazeika
Attorneys for Plaintiff CRESENCIO AVILA
and on behalf of all employees similarly situated

03/09/2017

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): #33 Kevin Mahoney (SBN: 235367) / Dionisios Aliazis (SBN: 291170) MAHONEY LAW GROUP, APC 249 E. Ocean Blvd., Ste. 814 Long Beach, CA 90802 TELEPHONE NO.: (562) 590-5550 FAX NO.: (562) 590-8400 ATTORNEY FOR (Name): Plaintiffs Cresencio Avila	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles MAR 09 2017 Sherri R. Carter, Executive Officer/Clerk By <u>Shalinya Bolden</u> Deputy BC 653093
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk	
CASE NAME: Avila v. Amerigas Propane, Inc., et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: BC 653093 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 6
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 9, 2017

Alina Mazeika

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE:

Avila v. Amerigas Propane, Inc., et al.

CASE NUMBER

BC 653093

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YESCLASS ACTION? ☒ YES

LIMITED CASE? YES

TIME ESTIMATED FOR TRIAL 5

HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |
| | 11. Mandatory Filing Location (Hub Case) |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4. 1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

SHORT TITLE:

Avila v. Amerigas Propane, Inc., et al.

CASE NUMBER

Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Avila v. Amerigas Propane, Inc., et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.		
	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.		
Provisionally Complex Litigation	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.		
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.		
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.		
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.		
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.	
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE:

Avila v. Amerigas Propane, Inc., et al.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 111 N. Hill Street		
CITY: Los Angeles,	STATE: CA	ZIP CODE: 90012			

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central _____ District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a).

Dated: March 9, 2017


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

03/09/2017